

TENTATIVE AGREEMENT
BETWEEN THE
HOLTVILLE UNIFIED SCHOOL DISTRICT
AND THE
HOLTVILLE TEACHERS ASSOCIATION
TO FULLY SETTLE RE-OPENER NEGOTIATIONS
FOR THE 2019-20 SCHOOL YEAR
AND TO ESTABLISH A NEW THREE YEAR AGREEMENT
May 20, 2020

The Holtville Unified School District (District) and the Holtville Teachers Association (Association) agree to the tentative agreement set forth below to fully settle reopener negotiations for the 2019-20 school year and to establish a new three year agreement to remain in effect until June 30, 2022. Proposed changes to the contract are in bold.

ARTICLE 1

AGREEMENT

- 1.1 The District and the Association agree that the articles contained in this Collective Bargaining Agreement between the District and the Association (“Agreement”) constitute a bilateral and binding agreement between the parties pursuant to the Educational Employment Relations Act (“EERA”) (Government Code Section 3540 *et seq.*).

This Agreement shall be continued in full force and effect from final ratification by the District Governing Board until June 30, **2022**. Unless mutually agreed otherwise in writing, this Agreement shall expire on June 30, **2022**. The parties agree that during the term of this Agreement, except for the limited reopeners identified in this Article, neither party may reopen new or proposed additional articles for negotiations unless mutually agreed by the parties in writing or expressly set forth in this Agreement.

- 1.2 During the **2020-21** school year, this Article shall reopen automatically, and either party may reopen Article 20 (Employee Benefits), Article 21 (Salaries), and three existing or new articles of each party’s choice by submitting a written proposal to reopen negotiations on or before December 15th of **2020**. If neither party submits a written proposal on or before December 15th of **2020**, this Agreement shall remain in full force and effect on the same terms and conditions without change for the **2020-21** school year only.
- 1.3 During the **2021-22** school year, this Article shall reopen automatically, and either party may reopen Article 20 (Employee Benefits), Article 21 (Salaries), and three existing or new articles of each party’s choice by submitting a written proposal to reopen negotiations on or before December 15th of **2021**. If neither party submits a written proposal on or before December 15, **2021**, this Agreement shall remain in full force and effect on the same terms and conditions without change for the **2021-22** school year only.

- 1.4 Unless previously extended by a written mutual agreement between the parties, the Agreement shall expire on June 30, **2022**.

ARTICLE 12 TEACHING HOURS

- 12.1 Beginning in the 2015-16 school year, the number of mandatory duty days for full-time unit members shall not exceed one hundred and eighty-five days. Any teacher who is required to work any day beyond the 185 days shall be compensated at his/her per diem rate. The District and the Association acknowledge that a full-time unit member's work week is in excess of forty (40) hours but, except as otherwise provided in this Article, **the contract hours during which unit members are required to be at work will be 7.5 hours per day.**

The work day shall include:

- a. Assigned preparation periods;
- b. A thirty (30) minute duty free lunch period;
- c. Assigned instructional time; and
- d. Additional duties assigned during the workday.

Barring any changes to existing law, the normal workday shall be from 7:45 a.m. to 3:15 p.m., Monday through Friday. However, in the event that State law requires a change in school start times for students, the start and end times for the normal contract day shall be adjusted by an amount equal to the change in student start time. Any adjustment in the normal workday shall neither add to, nor deduct from, a unit member's total daily contract time of 7.5 hours. For example, if the current school start time for students is 8:00 a.m. and State law mandates a start time of 8:30 a.m., the normal work day shall be from 8:15 a.m. to 3:45 p.m.

- 12.13 Beginning in the 2019-20 school year, whenever mutually agreeable between the District and an individual unit member, contract start and end times may be adjusted to better serve the educational program of the District. This option shall only be available if it a) enhances educational opportunities for students by providing additional course offerings, enrichment activities, or smaller class sizes, and b) does not add to, nor deduct from, the unit member's total hours worked.**

ARTICLE 14 LEAVES

- 14.1.3. The **Superintendent or designee** may require a physician's verification of illness if a unit member has been on sick leave for more than five (5) consecutive school days.

- 14.5. Bereavement Leave:

Unit members shall be entitled to five (5) days of paid leave of absence or seven (7) days

if travel of more than 200 miles is involved, on account of the death of any member of **the unit member's** immediate family. **For the purpose of this article, "immediate family" is defined as per Education Code section 44985.** This leave shall not be deducted from sick leave.

The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

ARTICLE 20 EMPLOYEE BENEFITS

20.9. Effective following final ratification of this Agreement by the Governing Board, the District shall pay a maximum **annual** contribution **equal to the agreed-upon health benefits cap described in Article 20.2 of this Agreement** toward District insurance plans for retirees and eligible dependents who retire between the ages of fifty-five (55) and sixty-five (65) and who have at least ten (10) years of regular full-time consecutive service with the District. Such benefits shall terminate upon the sooner of the retiree's sixty-fifth (65th) birthday, or the date that the retiree becomes covered by another employer who provides full family benefits. If the unit member reaches the age of fifty-five during the summer vacation period, he/she may retire at the end of the preceding school year and shall receive the benefits of this section of the Agreement. The coverage period shall be for a maximum of a two-year period immediately following the school year the teacher retires. The District's maximum **annual** contribution shall be **equal to the current annual health benefits cap in Article 20.2 of this Agreement.** Any excess premium shall be paid by the retired **unit member.**

ARTICLE 21 SALARIES

21.3. *(Eliminate existing and replace with the following)*
Salary

There shall be a one-time, this year only, five percent (5.00%) off-schedule bonus payment calculated based on the 2018-19 salary schedule.

This Agreement resolves 2019-20 reopener negotiations and establishes a new three year agreement expiring on June 30, 2022. The new Agreement shall include the same provisions as the current collective bargaining agreement between the parties and shall be updated to reflect current dates.



For the District

Date: 5/22/2020



For the HTA

Date: 5/22/2020